

GENERAL TERMS AND CONDITIONS OF SALE

1. **Confirmation.** Buyer's receipt of the terms and conditions contained herein without prompt written objection thereto, or an acceptance of any of the products covered by Buyer's purchase order constitutes acceptance of all the terms and conditions set forth herein.

Any provisions contained in Buyer's purchase order, or any other communications at variance with the terms and conditions hereof, shall be null and void unless agreed to specifically in writing by Seller.

2. **Taxes.** Prices do not include any sales, excise or other local, state or federal taxes or assessments or similar taxes. Where applicable, the amount of any such tax or taxes which Seller may be required to pay or collect may be added to the invoice as a separate charge to be paid by Buyer unless Buyer has furnished Seller with an appropriate tax exemption acceptable to the taxing authorities.
3. **Delivery.** All shipments are F.O.B. Seller's manufacturing location unless other arrangements are made and agreed to in writing by Seller or unless the shipment is made pursuant to Seller's GSA Contract. Order fulfillment may be executed in multiple shipments.
4. **Delay.** Seller will use commercially reasonable efforts to meet the scheduled date of delivery but is not responsible for its failure to do so for causes beyond its reasonable control. In particular, Seller shall not be liable for any delay in manufacture or delivery due to fires, strikes, differences with workmen, floods, inability to procure supplies or raw materials, delays in transportation, precedence or priorities granted at the request or for the benefit, directly or indirectly, of the federal or any state or foreign government or any subdivision or agency thereof or any contingencies beyond the control of Seller. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM FAILURE TO MEET SCHEDULED DELIVERY FOR ANY OF THE FOREGOING CAUSES.
5. **Cancellation.** If Buyer makes an assignment for the benefit of creditors or if a voluntary or involuntary petition or other action in bankruptcy or for reorganization or under any other insolvency law shall be filed by or against Buyer or if Buyer shall admit its inability to pay its debts or if a trustee, receiver or liquidator is appointed for any part of the assets of Buyer or if Buyer fails to make payment to Seller in accordance with the terms hereof, Seller may, at its option, cancel all undelivered products or any confirmed purchase orders by serving written notice to Buyer.
6. **Credit Acceptance.** Shipments and deliveries shall at all times be subject to the approval of Seller's credit department and in case Seller shall have any doubt as to Buyer's responsibility, Seller may decline to make any further shipments hereunder, except upon receipt of satisfactory security or payment in advance.
7. **Terms of Payment.** Subject to credit approval, payment is due net 30 days, from date of Seller's invoice. Amounts past due are subject to a service charge at the lower of 1.5% per month or the maximum rate permitted by law. In case Buyer shall fail to make payment in accordance with Seller's terms, Seller may defer further shipments until such payments are made, or may, at its option, cancel the unshipped

balance of products and invoice for work in process and/or special components on hand or ordered.

8. **Patents.** IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS OR COPYRIGHTS, NOR SHALL SELLER BE LIABLE FOR ANY AMOUNT EXCEEDING THE SUMS PAID BY BUYER TO SELLER.
9. **Duty.** It is the responsibility of Buyer to pay any and all duties assessed by any government unless prior arrangements have been made and agreed to, in writing by Seller.
10. **Warranty.** Unless otherwise stated in Seller's quotation or on Seller's Standard Price List, products sold by Seller are warranted to be free of defects for a period of twelve (12) months from date of purchase. Seller's sole and exclusive obligation is to repair or replace any product or products or refund Buyer's purchase price, provided that Seller received written notice of the defect during the period of warranty, and any defective product or products are returned at Buyer's expense to Seller at a location to be designated by Seller. The expense of removal and reinstallation of any product or products is not included in this warranty. THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO BUYER OR ANY THIRD PARTY CAUSED BY ANY DEFECTIVE PRODUCT WHETHER THE DEFECT IS WARRANTED AGAINST OR NOT OR FOR ANY BREACH OF THIS AGREEMENT, NOR SHALL SELLER BE LIABLE TO BUYER FOR ANY AMOUNT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT. SELLER SHALL HAVE NO OBLIGATION UNDER THIS AGREEMENT TO MAKE REPAIRS OR REPLACEMENTS NECESSITATED BY CATASTROPHE, FAULT OR NEGLIGENCE.
11. **Regulatory Laws and/or Standards.** Seller makes no promise or representation that the products will conform to any federal, state or local ordinance, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as part of an agreement between Seller and Buyer. The proposals submitted to Buyer by Seller do not include the cost of any related inspections, permits or inspection fees unless expressly stated.
12. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be interpreted and enforced in accordance with the internal laws of the State of California, without regard to its conflict of laws doctrine. Jurisdiction and venue for any and all legal proceedings involving the products subject hereto and enforcement of Buyer's obligation to pay for said products, shall be exclusively in the County of Alameda, State of California.